

New Business
Referral

10-8-19.

**BUDGET,
FINANCE, AND
AUDIT STANDING
COMMITTEE**

SEP 30 2019

31

SEP 30 2019



Jo Anne G. Mondowney
Executive Director

#2872

September 26, 2019

HONORABLE CITY COUNCIL

RE: AUTHORIZATION TO AMEND THE FY2019-20 BUDGET FOR THE DETROIT PUBLIC LIBRARY

The Detroit Public Library (DPL) is requesting authorization to amend its Fiscal Year 2019-20 Adopted Budget to increase projected revenues and offsetting appropriation by \$2,223,909. The current budget total appropriation is \$32,940,811.

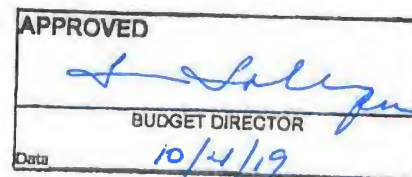
The purpose of the budget amendment is to make facilities repairs at the Main Library for a total amount of \$2,223,909. Expenses are as follows: (1) the removal and installation of condenser pumps at the Main Library for \$77,000, (2) replacement of the AHU Coils at the Main Library for \$69,500, and (3) Roof repair at Main Library – New Addition for \$2,077,409. This will increase the Capital Outlay expenditure account 644124 by \$2,223,909. The budget Prior Year Surplus would be amended by \$2,223,909.

Increase Revenue Appropriation No.	10454 DPL-Administration Mgmt	\$2,223,909
Increase Appropriation No.	10454 DPL-Administration Mgmt	\$2,223,909

Respectfully Submitted,

A handwritten signature in blue ink that reads 'Jo Anne G. Mondowney'.

Jo Anne Mondowney, Executive Director
Detroit Public Library



cc: Stephanie Washington, City Council Liaison

RESOLUTION

BY COUNCIL MEMBER _____

WHEREAS, it is the intention of the City of Detroit to provide adequate funding for the operations of the Detroit Public Library for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

NOW THEREFORE BE IT;

RESOLVED, that the Budget Department be and is hereby authorized to amend the 2019-20 Budget as follows;

Increase Revenue Appropriation No.	10454 DPL-Administration Mgmt	\$2,223,909
Increase Appropriation No.	10454 DPL-Administration Mgmt	\$2,223,909

AND BE IT FURTHER RESOLVED,

that the Finance Director be and is hereby authorized to increase the necessary accounts and honor vouchers and payrolls when presented in accordance with the foregoing communications and regulations of the City of Detroit.

DETROIT LIBRARY COMMISSION PROCEEDINGS**SPECIAL MEETING****JULY 24, 2019****5:30 P.M.**

President Adams called the Special Meeting of the Detroit Library Commission to order at 5:35 p.m.

Present: President Adams, Commissioners Bellant, Inniss-Edwards, Friley, Smith Gray, Jackson, Taylor (Ex-Officio)

Administrative Staff: Mondowney, Brown, Funchess, Johnson, Norfolk, Powell, Simmons, Williams

Present Also: Deborah Dorsey, Christina Ladson, Carolyn Mosley, Yvette Rice Tiffani Simon,

NOTED

President Adams stated that the agenda for the meeting that was sent to the Commissioners did not match the meeting notice that was posted on DPL's website, which was a summary of the agenda items. President Adams stated that she had a conversation with Mr. Tony Jenkins and Mr. George Butler, DPL's Legal Counsel, regarding the requirements for the posting of a special meeting. Mr. Jenkins and Mr. Butler advised that the agenda for the meeting did not have to be posted, however, the date, time and location of the meeting had to be posted, which was posted on DPL's website and in the public.

COMMISSION ACTION

Commissioner Bellant moved to approve the revised agenda. Commissioner Friley supported. The motion carried.

COMMISSION ACTION

President Adams moved to amend the agenda to move the closed session action items from the beginning of the agenda to the end. Commissioner Friley supported. The motion carried.

Minutes were approved at the September 17, 2019 Commission Meeting

Approval to Renew the Executive Director's Contract

DISCUSSION

Commissioner Smith Gray asked why the contract renewal was for two-years with a third-year renewal option instead of a straight three-year contract?

COMMISSION ACTION

Commissioner Inniss-Edwards moved to table the discussion to approve the renewal of the Executive Director's contract and to enter into a closed session. Commissioner Bellant supported.

A roll call vote was taken with the following results:

Commissioner Bellant	Yes
Commissioner Inniss-Edwards	Yes
Commissioner Friley	Yes
Commissioner Gray	Yes
Commissioner Jackson	Yes
Commissioner Taylor	Yes
President Adams	Yes

The closed session began at 5:45 p.m.

Upon a motion by President Adams and supported by Commissioner Inniss-Edwards, the closed session ended at 6:28 p.m.

The Special Commission meeting reconvened at 6:28 p.m.

COMMISSION ACTION

Commissioner Edwards moved approval of the Executive Director's contract renewal for two-years with a third-year renewal option and to remove the words succession planning from the verbiage in the performance goals. Commissioner Bellant supported. Commissioner Gray opposed. The motion carried

NOTED

Commissioner Gray stated that the Executive Director's contract should be for three straight years.

Minutes were approved at the September 17, 2019 Commission Meeting

Approval to Contract with the Hawkins Company to Conduct an Executive Search for a Chief of Operations and Customer Experience Officer for the Detroit Public Library

A request was made by the Office of the Executive Director to secure a contract with a company to conduct an Executive Search for a Chief of Operations and Customer Experience Officer for Detroit Public Library.

A Request for Proposal (RFP), #DPL-CL-1909, was issued on March 15, 2019. All proposals were due to the Procurement Department by 2:00 p.m. on April 4, 2019.

The Procurement Department received a total of four (4) proposals in response to the RFP. The evaluation committee reviewed the proposals submitted and scored each proposal based upon the following criteria:

Criteria	Possible Points
Completeness and Quality of Response	20
Ability to Provide the Requested Services	20
Experience with Public Libraries	20
Expertise of Key Personnel	15
Cost	15
Experience	10

The evaluation results are as follows:

Supplier	Cost	J. Mondowney	T. Moore	Total Score	Average Score
The Hawkins Company	\$39,250.00	97	93	190	95
The Hunter Group	\$37,500.00	68	69	137	68.5
Gov HR USA	\$24,500.00	43	49	82	41
Amy Cell	\$9,000.00	25	30	55	27.5

After review of the proposals, The Hawkins Group received the highest-ranked score. This company has extensive experience in recruiting for executive positions for public libraries throughout the country. The evaluation scores reflect the company's level of expertise in conducting this search on behalf of Detroit Public Library.

The Evaluation Committee is recommending approval of a contract with the highest-ranked proposal: **The Hawkins Company, 8939 S. Sepulveda Blvd., Suite 110-216, Los Angeles, CA 90045 in an amount not to exceed \$39,250.**

Minutes were approved at the September 17, 2019 Commission Meeting

COMMISSION ACTION

Commissioner Taylor moved approval. Commissioner Jackson supported.

DISCUSSION

Commissioner Inniss-Edwards stated that the process for presenting information from the Professional Services contracts to the Commission should be reviewed. The scope of work should have the exact verbiage that was in the original Request for Bid.

Commissioner Bellant stated he was uncomfortable with approving the contract because of the title, Chief of Operations and Customer Experience Officer. He said the title overlaps the Executive Director's responsibilities.

President Adams stated that the Executive Director provided the title and it is in keeping with the industry's standards.

COMMISSION ACTION CONT'D

The motion passed unanimously.

Approval for the Removal and Installation of Condenser Pumps at the Main Library

The Facilities Department contacted the Heating and Cooling Maintenance and Repair Contractor, Johnson Controls, to provide a quote for replacing the condenser pumps at Main Branch. The pumps are a component of the cooling system and are no longer functioning. Additionally, the repair of these pumps are outside of the scope for regular maintenance and repair of the system. The quote submitted by Johnson Controls on June 11, 2019 estimated the cost of the repairs at \$81,994.00. Given the cost, the Procurement Department completed a quick bid for Labor, Materials and Equipment for the Removal and Installation of the Condenser Pumps. The emergency repair cost requires an amendment to the FY2019/2020 Capital Outlay budget.

An Invitation for Bid (IFB), IFB-CL-1927, was posted on DPL's website and sent to the MITN (Michigan Inter-Governmental Trade Network) on June 13, 2019. The solicitation period was from June 13, 2019 until bid closing at 2:00 p.m. on June 25, 2019, at which time the bid documents were no longer available for download. The bid was downloaded from the MITN website by fifteen (15) contractors. Seven (7) companies attended the mandatory walk-thru and two companies submitted a bid on the project, as follows:

- | | |
|---|-----------|
| 1. Alpha Mechanical Services Group
33200 Schoolcraft, #12
Livonia, MI 48150 | \$77,000 |
| 2. Johnson Controls
2875 High Meadow Circle
Auburn Hills, MI 48326 | \$101,265 |

Due to the emergency nature of this procurement, the Procurement Department received authorization from the Executive Director to proceed with issuing the purchase order to the lowest qualified bidder, Alpha Mechanical Services Group. Therefore, the Procurement Department is requesting ratification of the purchase to Alpha Mechanical Services Group for a total cost not to exceed \$77,000.

In addition, the Finance department is requesting approval to increase the FY2019/2020 Capital Outlay budget by \$77,000 to cover the emergency repair. If approved, the fund balance would decrease to \$25,010,008. 2

NOTED

Commissioner Bellant stated the Committee on Buildings and the Committee on Finance had not be given any advanced notice regarding approval of the condenser pumps, AHU chiller coils, roof replacement and paving services at Knapp Branch and they were listed on the write-ups.

COMMISSION ACTION

Commissioner Bellant moved approval. Commissioner Jackson supported.
President Adams made a friendly amendment to the motion:
Remove the Committee names and titles from all of the write-ups.
The motion passed unanimously.

Approval for the Replacement of the AHU Coils at the Main Library

The Facilities Department contacted the Heating and Cooling Maintenance and Repair Contractor, Johnson Controls, to provide a quote for replacing the AHU chiller coils at Main Branch. The coils of the AHU Units, E-1A and E-3 in the basement and Print Shop of the building. The coils are a component of the cooling system and are no longer functioning. Additionally, the replacement of these coils are outside of the scope for regular maintenance and repair of the system. The quote submitted by Johnson Controls on June 11, 2019 estimated the cost at \$198,850.00. Given the cost, the Procurement Department completed a quick bid to provide labor, materials and equipment for the replacement of AHU chiller coils at Main Library. The emergency repair cost requires an amendment to the FY2019/2020 Capital Outlay budget.

Minutes were approved at the September 17, 2019 Commission Meeting

An Invitation for Bid (IFB), IFB-CL-1926, was posted on DPL's website and sent to the MITN (Michigan Inter-Governmental Trade Network) on June 13, 2019. The solicitation period was from June 13, 2019 until bid closing at 2:00 p.m. on June 25, 2019, at which time the bid documents were no longer available for download. The bid was downloaded from the MITN website by twelve (12) contractors. Eight (8) contractors attended the mandatory site visit and two (2) companies submitted bids on the project, as follows:

Alpha Mechanical Services Group	\$65,000
33200 Schoolcraft, Ste 12	
Livonia, MI 48150	

Johnson Controls, Inc.	\$199,900
2875 High Meadow Circle	
Auburn Hills, MI 48326	

The Facilities Department reviewed all of the bids submitted. The bid from Alpha Mechanical Services Group of Livonia, MI, in the amount of \$65,000, was the lowest acceptable bidder to complete this project. Due to the emergency nature of this procurement, the Procurement Department received authorization from the Executive Director to proceed with issuing the purchase order to the lowest qualified bidder, Alpha Mechanical Services Group. An additional \$4,500 was paid for an expedited two (2) weeks delivery because the standard lead time for the coils is four to five weeks. Therefore, the Procurement Department is requesting ratification of the purchase to Alpha Mechanical Services Group for a total cost not to exceed \$69,500.

In addition, the Finance department is requesting approval to increase the FY2019/2020 Capital Outlay Budget by \$69,500 to cover the emergency repair. If approved, the fund balance would decrease to \$24,940,583. 3

COMMISSION ACTION

Commissioner Bellant moved approval. Commissioner Gray supported. The motion passed unanimously.

COMMISSION ACTION

Commissioner Inniss-Edwards moved to add the legal matter and the negotiated salary increase to the agenda for approval before the adjournment of the meeting. These items were discussed in closed session. Commissioner Bellant approved. The motion passed unanimously.

Approval of the Roof Repair at Main Library –New Edition

The roof on the new edition of Main Library is the original roof installed in 1963. Due to the age of the roof, additional repairs to the numerous leaks and holes would be a futile effort. The Facilities Department is seeking approval of a contract to provide Labor, Materials and Equipment for the replacement of the roof. The Procurement Department identified the cooperative agreement under OMNIA Contract #14-5903 (formerly US Communities) by which DPL would partner with Garland Roofing Company to complete the project. Under the agreement, Garland Roofing Company would provide an initial assessment, materials, engineering services and oversee the construction management to ensure proper installation of the Garland Roof Replacement system. Because of the state of the roof, DPL desired that bids include a completion date prior to November 15, 2019. The cost of replacing the roof would require an amendment to the FY 2019/2020 Capital Outlay Budget, as it was not a part of the original budget.

The labor portion of the Roof Replacement was bid under Invitation for Bid, IFB-CL-1930, and the removal and installation of condenser pumps at Main Library. The Invitation for Bid (IFB), IFB-CL-1930, was posted on DPL's website and sent to the MITN (Michigan Inter-Governmental Trade Network) on June July 1, 2019. The solicitation period was from July 1, 2019 until bid closing at 2:00 p.m. on July 17, 2019, at which time the bid documents were no longer available for download. The bid was downloaded from the MITN website by sixteen (16) contractors. Six (6) companies attended the mandatory walk-thru and five (5) companies submitted a bid on the project. DPL requested each company to submit a bid on the roofing replacement utilizing Cold Applied materials (highest cost lowest VOC) and two alternate bids for Heat Applied materials (mid-range cost and Mid-VOC) and Hot Kettle materials (lowest cost and highest VOC). The bids submitted are as follows:

	Base Bid	Alternate #1	Alternate #2
3. Royal Roofing 2445 Brown Road Orion, MI 48359	\$1,370,900.00	\$1,399,900.00	\$1,387,900.00
4. Schena Roofing & Sheet Metal 28299 Kehrig Drive Chesterfield, MI 48047	\$1,536,900.00	NO BID <i>*Cannot meet completion date of November 15th</i>	NO BID
5. Lutz Roofing Company, Inc. 4721 22 Mile Road Shelby Twp, MI 48317	\$1,193,000.00	\$1,263,000.00	\$1,210,000.00
6. LaDuke Roofing & Sheet Metal 10311 Capital Oak Park, MI 48237	\$976,420.00	\$973,600.00	\$969,600.00
7. Schreiber Corporation 29945 Beck Road Wixom, MI 48393	\$1,132,000.00	\$1,141,000.00 <i>*Cannot meet completion date of November 15th</i>	\$1,110,000.00

Minutes were approved at the September 17, 2019 Commission Meeting

The Library elected to go with the mid-range bids. The total cost for the roof replacement, including all materials, are as follows:

	Alternate #1	+ Materials	Total Cost
1. Royal Roofing 2445 Brown Road Orion, MI 48359	\$1,399,900.00	\$1,189,756.44	\$2,589,656.44
2. Schena Roofing & Sheet Metal NO BID 28299 Kehrig Drive Chesterfield, MI 48047		<i>*Cannot meet completion date of November 15th</i>	
3. Lutz Roofing Company, Inc. 4721 22 Mile Road Shelby Twp, MI 48317	\$1,263,000.00	\$1,147,769.95	\$2,410,769.95
4. LaDuke Roofing & Sheet Metal 10311 Capital Oak Park, MI 48237	\$973,600.00	\$1,103,808.91	\$2,077,408.91
5. Schreiber Corporation 29945 Beck Road Wixom, MI 48393	\$1,141,000.00	\$1,063,448.94	\$2,204,448.94
		<i>*Cannot meet completion date of November 15th</i>	

The bid from LaDuke Roofing & Sheet Metal, in the total amount of \$2,077,408.91, lowest, responsive and responsible bidder qualified to complete this project. Therefore, the Procurement Department is recommending approval of the contract for a total amount of \$2,077,408.91. The Finance Department is also requesting approval to increase the FY2019/2020 Capital Outlay Budget by \$2,077,408.91 to cover the expense. If approved, the fund balance would decrease to \$25,087,083.

COMMISSION ACTION

Commissioner Bellant moved approval. Commissioner Jackson supported. The motion passed unanimously.

NOTED

Commissioner Gray inquired if the company was responsible for interior damage if the roof leaked within the thirty-year warranty period. Ms. Christina Ladson, Procurement Manager, stated that she would investigate and send a response to the Commissioners.

Approval of the Paving Services at the Knapp Branch

The Facilities Department is seeking approval to initiate Paving Services at Knapp Branch. Hutch Paving provided a quote to complete the required services, in accordance the awarded contract issued to the company in, as a result of IFB-CL-1920. The total amount for this project is:

\$32,856 – Quote
- \$4,256 – Discount
\$28,600 - Total Cost

The Facilities Department is requesting approval to proceed with the project, as quoted by Hutch Paving for a total cost not to exceed \$28,600.

COMMISSION ACTION

Commissioner Bellant moved approval. Commissioner Jackson supported. The motion passed unanimously.

Approval of a Legal Matter

Commissioner Taylor moved to accept the legal recommendation as presented. Commissioner Jackson supported. The motion passes unanimously.

Approval to Implement the Negotiated Salary Increases Resulting from Wage Re-Opens for AFSCME 1259 and AFSCME 1231, Local 2200-UAW Association of Professional Librarians (APL), the Professional Organization of Librarians (POOL) and the Skilled Trade Unit (STU).

Consistent with the terms of the respective Collective Bargaining Agreements, Management and the leadership of AFSCME 1259, AFSCME 1231, and all of the units of UAW - Local 2022 conducted wage re-opener sessions beginning April 25, 2019 through June 4, 2019.

Management was able to successful negotiate a 3% increase which is consistent with the 2019 total median increase locally and across all employee categories and industries in the U.S. Furthermore, Management gained support and consideration by providing a detailed overview of DPL's budget commitments including, pensions, tax captures, facilities improvements and operating costs.

The union membership ratified the proposed increase as follows:

- AFSCME 1259 ratified the 3% wage agreement on May 13, 2019.
- AFSCME 1231 ratified the 3% wage agreement on May 31, 2019.
- UAW POOL/APL/STU - Local 2220 ratified the 3% wage increase on June 14, 2019.

This completes the process for wage-re-openers for AFSCME and UAW for FY 2019/2020.

Subsequent to ratification by the unions, non-union employees customarily receive the same percentage wage increase.

All salary increases are effective July 1, 2019.

Management is requesting Commission approval for the wage increases. The total cost of the wage increases for July 1, 2019 are: \$422,025

1	AFSCME 1259 - 3%	\$98,011
2	AFSCME 1231 - 3%	\$69,189
3	UAW APL - 3%	\$57,940
4	UAW STU - 3%	\$14,768
5	UAW POOL - 3%	\$88,269
6	Non-Union Employees - 3%	\$88,876
7	IUOE - 2%	\$4,972

TOTAL \$422,025

COMMISSION ACTION

Commissioner Bellant moved approval. Commissioner Friley supported. The motion passed unanimously.

The meeting was adjourned at 6:55 p.m.



CITY OF DETROIT
PUBLIC LIGHTING DEPARTMENT

SEP 25 2019
#2867

1340 THIRD STREET
DETROIT, MICHIGAN 48226
PHONE 313•267•5130
FAX 313•267•8152
WWW.DETROITMI.GOV

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September 24, 2019

Detroit City Council
1340 Coleman A. Young Municipal Center
Detroit, MI 48226

**RE: Authorization to Amend 2019-2020 Budget
Appropriation No. 20655 - "GHIB Utility Relocation Work"**

Honorable City Council:

On July 2, 2019, your Honorable Body approved that certain Project Specific Agreement with the Michigan Department of Transportation ("MDOT") whereby MDOT agreed to reimburse the Public Lighting Department ("PLD") for certain utility relocation work related to the Gordie Howe International Bridge Project. PLD plans to utilize its existing utility contractor to complete such relocation work and refund the contract with the reimbursements received from MDOT.

PLD is hereby requesting the authorization of your Honorable Body to amend the 2019-2020 Budget for PLD to add Appropriation 20655 titled the "GHIB Utility Relocation Work" for the purposes of accepting, appropriating and expending the revenue received from MDOT pursuant to the Agreement. Upon receipt of such revenue from MDOT, PLD will take the necessary steps to refund the contract with its existing utility contractor through an amendment.

We respectfully request your approval to accept, appropriate and expend the aforementioned revenue within Appropriation 20655 by adopting the attached resolution.

Respectfully submitted,

John Prymack
Director

APPROVED
BUDGET DIRECTOR
Date 10/04/19

cc: S. Washington (Mayor's Office)

RESOLUTION

BY COUNCIL MEMBER: _____

WHEREAS, the City of Detroit ("City") through the Public Lighting Department ("PLD") has entered into that certain Project Specific Agreement with Michigan Department of Transportation ("MDOT") approved by Detroit City Council on July 2, 2019 ("Agreement"); and

WHEREAS, the Agreement contains certain provisions that require MDOT to reimburse the City for the costs of certain utility relocation work associated with the Gordie Howe International Bridge Project (the "Utility Work"); and

WHEREAS, the City wishes to establish Appropriation No. 20655 in PLD's budget and titled "GHIB Utility Relocation Work" for the purposes of accepting, appropriating and expending the revenue received from the Agreement; now therefore be it

RESOLVED, that the 2019-2020 Budget is amended for PLD, who is hereby authorized to accept, appropriate and establish Appropriation No. 20655 into which all revenue from the Agreement shall be received, and be it further

RESOLVED, that Appropriation No. 20655 shall be titled the "GHIB Utility Relocation Work"; and be it further

RESOLVED, that Appropriation No. 20655 shall be a revolving fund with remaining balances carrying forward each fiscal year until such time as all monies in such Appropriation have been expended; and be it further

RESOLVED, that expenditures from such Appropriation by PLD are hereby authorized, provided that the funds in the Appropriation are used to amend the PLD contract with the utility contractor that performed the Utility Work on behalf of the City; and be it finally

RESOLVED, that the Finance Director be and is hereby authorized to increase the necessary accounts and honor expenditures, vouchers and payrolls when presented in accordance with this resolution.

SPECIAL TRUNKLINE
UTILITY WORK
BY CITY OF DETROIT

COM	
Control Section	MX 82194
Job Number	113717CON
Contract No.	16-5327

THIS PROJECT SPECIFIC AGREEMENT ("Agreement") is made and entered by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT"); and the CITY OF DETROIT (hereinafter referred to as the "CITY"), a Michigan municipal corporation acting by and through its Public Lighting Department ("PLD"); for the purpose of fixing the rights and obligations of the DEPARTMENT and the CITY (each a "Party" or collectively, "Parties") in agreeing to construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, on June 15, 2012, a Crossing Agreement was executed by Canada and Michigan providing a framework for the Windsor Detroit Bridge Authority ("WDBA"), to procure the design, construction, financing, operation, and/or maintenance of (i) an international bridge crossing from Windsor, Ontario, Canada across the Detroit River to Detroit, Michigan, United States of America, (ii) Canadian and United States border facilities, and (iii) an interchange connecting the United States border facilities within Interstate I-75 in Michigan and related road work ("GHIB Project"); and

WHEREAS, the DEPARTMENT has determined that certain CITY electrical facilities adjacent to or located on the public roads require relocation to facilitate the GHIB Project construction activities; and

WHEREAS, the CITY has requested that it be authorized to terminate and reconnect Detroit's public electrical system necessary for the GHIB Project, including the high voltage power lines and necessary related work, located within the corporate limits of the CITY as further described on Exhibit A ("PROJECT" or "PROJECT Work"); and

WHEREAS, the DEPARTMENT'S participation in the PROJECT will be limited to the obligations of this Agreement, including reimbursing the CITY the PROJECT COST, as hereinafter defined in Section 3, to be performed by the CITY for the PROJECT which the DEPARTMENT presently estimates the PROJECT COST to be \$578,679.16; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT Work and an understanding and agreement that the DEPARTMENT will be working closely with the WDBA and pursuant to a private-partnership arrangement, with a P3 contractor hired by the WDBA; and

WHEREAS, the DEPARTMENT and the CITY desire to set this mutual understanding regarding the PROJECT in the form of this written Agreement.

NOW, THEREFORE, it is understood that:

1. Master Agreement. The CITY shall undertake and complete the PROJECT Work in accordance with the Agreement pursuant to MASTER AGREEMENT #03-5546 by and between the DEPARTMENT and the CITY. The CITY does hereby acknowledge its acceptance of the terms of MASTER AGREEMENT #03-5546 with respect to the PROJECT Work under this Agreement.

2. Project Work. The PROJECT Work is generally described on Exhibit A attached to this Agreement. The DEPARTMENT'S Designee shall prepare plans and specifications for the Project Work ("Plans and Specifications"). The CITY's PLD shall have ten (10) business days to review and furnish comments to the Plans and Specifications for the Project Work. If the CITY's PLD shall fail to furnish any comments within such period, the Plans and Specifications shall be deemed approved. If comments are furnished, the DEPARTMENT and the CITY's PLD shall cooperate in revising the Plans and Specifications to their mutual satisfaction.

3. Project Cost.

a. The term "PROJECT COST", as herein used, is defined as the actual cost to perform the PROJECT Work based on the estimated sums described in Exhibit A, but expressly excluding any inspection costs. The PROJECT COST shall not exceed the amounts set forth on Exhibit A, unless prior written approval by the DEPARTMENT has been granted as provided for below in Section 6(a). The DEPARTMENT shall have no obligation to pay any amounts in excess of the PROJECT COST if the DEPARTMENT's written approval is not obtained as provided in Section 6.

b. The CITY certifies that the costs reported to the DEPARTMENT for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement. The CITY also certifies that it has read the terms of this Agreement and has made itself aware of the applicable laws, regulations, rules and codes and the terms of this Agreement that apply to the approval, reporting, and auditing of costs incurred under the terms of this Agreement, including, without limitation, those described in Section 6(a) below and compliance with 23 USC Section 130; the Federal Highway Administration's Federal-Aid Policy Guide, Part 140, Subpart I, and 23 CFR Section 140.922(c), each as may be amended from time to time, and incorporated herein by reference as if the same were repeated in full herein.

4. Payment Terms. All billings for PROJECT COSTS shall be submitted to the DEPARTMENT for reimbursement in accordance with the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time the PROJECT Work is being performed provided, however, that no bill of a lesser amount than One Thousand Dollars

(\$1,000.00) shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing." Final billing under this Agreement shall be submitted in a timely manner but not later than three (3) months after completion of the PROJECT Work. Billings for Work submitted later than three (3) months after completion of the PROJECT will not be paid.

5. Subcontractors. The CITY shall perform, or cause to be performed by approved contractors, subcontractors or agents of the CITY (collectively, "Subcontractors"), all of the PROJECT Work in accordance with this Agreement. All Subcontractors shall be approved in advance in writing by the DEPARTMENT before commencement of PROJECT Work pursuant to written contracts that incorporate applicable terms and conditions of this Agreement into them, including all insurance, performance standards, rights to audit RECORDS (as defined below), and other obligations. The DEPARTMENT is an intended third- party beneficiary of all subcontracts. To the extent of inconsistency between a subcontract and this Agreement, this Agreement shall supersede any inconsistent terms.

6. Performance Standards. The performance of PROJECT Work will be subject to the following provisions:

a. Within ten (10) business days of receipt of the Plans and Specifications, the CITY shall provide the DEPARTMENT with an itemization of the PROJECT COST confirming that Exhibit A is accurate or if there are increases to the PROJECT COST for which the CITY desires to be reimbursed, a detailed description of the reason(s) for the adjustment in the proposed PROJECT COST shall accompany the CITY'S itemized PROJECT COST. The DEPARTMENT shall either approve the adjusted PROJECT COST or reject the PROJECT COST. If rejected, the CITY and the DEPARTMENT shall meet to evaluate the basis for the increased cost.

b. No PROJECT Work is to be performed by the CITY until authorization in writing has been given to the CITY by the DEPARTMENT which specifies that such PROJECT Work may commence. The authorization will describe the work to be performed, maximum cost of the PROJECT Work (costs to be charged at hourly rates reasonably established), and the completion time period. Any change in the PROJECT COST, scope of work or completion time period contained in the authorization will require a written revision to the authorization. Any work performed without written DEPARTMENT authorization will not be reimbursed. The CITY agrees to coordinate its work with the DEPARTMENT and its designees.

c. The PROJECT Work shall be performed in accordance with Plans and Specifications. Once approved, no changes will be made to the Plans and Specifications unless such changes are agreed upon by the DEPARTMENT and the CITY.

d. The DEPARTMENT's review or approval does not relieve the CITY of meeting any applicable requirements of law or of other public bodies or agencies with respect to the design, construction, or operation of the PROJECT.

e. The CITY will comply with all applicable State, Federal and local applicable laws, regulations, rules and codes, and obtain all permits that are required for the performance of the PROJECT Work.

f. The DEPARTMENT may, at its own expense, provide a competent inspector, together with necessary assistance, to assist the field representative of the CITY to evaluate whether the CITY is performing the PROJECT Work in compliance with this Agreement. Said inspector of the DEPARTMENT shall have the right to reject any or all portions of the PROJECT Work which is not executed pursuant to the Plans and Specifications.

g. The CITY may, at its own expense, provide a competent inspector, together with necessary assistance, to assist the field representative of the DEPARTMENT to evaluate whether the DEPARTMENT's Designee is performing the relocation of the CITY's electrical facilities in compliance with the Plans and Specifications and this Agreement. Said inspector of the CITY, acting through the DEPARTMENT, shall have the right to reject any or all portions of the relocation of the CITY's electrical facilities which is not executed pursuant to the Plans and Specifications.

h. The operation and maintenance of the PROJECT Work and the CITY's relocated electrical facilities shall remain the sole responsibility of the CITY.

i. Without limiting the general obligation to comply with all applicable laws, regulations, rules and codes, (i) the PROJECT Work shall be performed in accordance with the requirements and guidelines set forth in Federal Aid Policy Guide ("FAPG") Chapter I, Subchapter G, Part 645, Subpart A: Utility Relocations, Adjustments and Reimbursement and such other pertinent Directives and Instructional Memoranda of the Federal Highway Administration ("FHWA") as may be applicable; and (ii) in connection with the performance of PROJECT Work under this Agreement, the Parties agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The Parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof and will require similar covenants on the part of the CITY and any contractor or Subcontractor employed in the performance of this Agreement. Notwithstanding anything to the contrary herein, in lieu of Buy America Requirements (23 CFR 635.410), the Buy America/Canada requirements set forth in Exhibit B, which is attached hereto and made a part hereof, shall apply to all PROJECT Work.

7. Project Schedule; Commencement of Work.

a. The CITY shall coordinate with the DEPARTMENT to facilitate the CITY's performance of the PROJECT Work under this Agreement as expeditiously as possible. The Plans and Specification shall include a proposed duration schedule for the PROJECT WORK along with a required final completion date. If the CITY has any reasonable objection to the duration or the final completion date, the CITY shall notify the DEPARTMENT within the same time period specified above in Section 6(a) for determining the final PROJECT COST and raising any objections to the Plans and Specifications. If the CITY fails to notify the DEPARTMENT within such time period, the CITY will be deemed to have approved the duration and final completion date.

b. To the extent that the PROJECT Work must coordinate with other work for the Ghib Project, the CITY shall establish a schedule for the PROJECT Work that also allows other Ghib Project work to be completed in a timely fashion consistent with the Ghib Project schedule.

c. Prior to the performance of any PROJECT Work, all approvals shall be obtained as required by this Agreement and the CITY shall concurrently notify the DEPARTMENT'S Detroit TSC Manager and Utilities and Permits Engineer at the following location when the PROJECT Work will commence so arrangements may be made, if necessary, to have an inspector present while the PROJECT Work is in progress.

Michigan Department of Transportation
Detroit TSC Manager
Utilities and Permits Engineer
Detroit TSC
1060 West Fort Street
Detroit, MI 48226

The CITY shall commence performance and diligently pursue performance of the PROJECT Work in accordance with the schedule established for the PROJECT Work, subject to the DEPARTMENT and other approvals required herein.

8. Term and Termination.

a. The effective date of this Contract shall be the later date of (1) November 01, 2018 or (2) the date the Contract has been authorized by resolution of the City Council (the "Effective Date").

b. This Agreement will become effective upon the Effective Date and will remain in effect until the PROJECT Work is Complete (as defined below) (the "Term"). Notwithstanding the termination of this Agreement, any Party hereto nevertheless shall be

entitled to seek any remedy to which it may be entitled at law or in equity for any breach by another Party that occurs during the Term, which right shall survive termination of this Agreement for such limited purpose and subject to any applicable statute of limitations. In addition, the following shall survive termination of this Agreement and remain binding on the Parties: Sections 5, 6 h., 9 and 10.

c. The PROJECT Work shall be deemed "Complete" when accepted by the DEPARTMENT.

9. Permits. The CITY shall secure all required permits from the DEPARTMENT for the PROJECT Work and shall conform with all DEPARTMENT permit requirements for any work to be performed on the state trunkline right-of-way. No charge will be made by the DEPARTMENT to the CITY for any permit or inspection work on the PROJECT.

10. Audit; Records. The following requirements supplement any other audit and reporting requirements set forth in this Agreement:

a. Accounts relative to the PROJECT Work shall be subject to review and audit by the FHWA and billings shall be prepared in accordance with pertinent directives of the FHWA.

b. The CITY shall establish and maintain accurate records, in accordance with generally accepted accounting principles for local governments of all expenses incurred for which payment is sought or made under this Agreement, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this Agreement. The CITY shall maintain the RECORDS for at least three (3) years from the date of final payment made by the DEPARTMENT under this Agreement. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the CITY shall thereafter continue to both perform the PROJECT Work unless otherwise directed by the DEPARTMENT and maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision have expired.

c. The DEPARTMENT or its representatives may inspect, scan, copy, or audit the RECORDS at any reasonable time after giving reasonable advance notice.

d. Final settlement of costs shall be made upon completion of all PROJECT Work and final audit by the DEPARTMENT. In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Agreement, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the CITY a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the CITY at the completion of an audit.

e. Within sixty (60) days after the date of the Notice of Audit Results, the CITY shall: (i) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (ii) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (iii) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the CITY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The CITY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

f. Upon review of the RESPONSE, if DEPARTMENT's Dispute Audit Review Team (DART) does not agree with the RESPONSE, DEPARTMENT will provide the CITY with an opportunity to appear before DART to explain and support its RESPONSE. DART shall consist of four (4) DEPARTMENT Bureau Directors, three of which will constitute a quorum. This will occur within ninety (90) days of the receipt of the RESPONSE, unless the time has been extended by DEPARTMENT. DEPARTMENT will make its decision regarding any disallowed or questioned item of expense within thirty (30) days after DART considers the appeal.

g. If DEPARTMENT determines that an overpayment has been made to the CITY, the CITY shall repay that amount to DEPARTMENT or reach agreement with DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from DEPARTMENT, reserving the right to file a lawsuit in the Court of Claims to contest DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the CITY in a timely filed RESPONSE.

11. If any part of the PROJECT Work is subcontracted, the CITY shall assure compliance with the above for all subcontracted PROJECT Work.

12. No Joint Venture. By execution of this Agreement, the Parties are not creating any partnership, joint venture, agency, or fiduciary obligations between the Parties. Rather, the Parties are independent contractors and no Party has any power to bind another Party for any purpose.

13. Headings. The headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

14. No Waiver. Failure by either Party to exercise, or any delay on the part of either Party in exercising, any right, remedy, power or privilege under this Agreement shall not operate

as a waiver of any such right, remedy, power or privilege. No single or partial exercise of any right, remedy, power or privilege hereunder shall preclude any other or further exercise of the same or of any other right, remedy, power or privilege.

15. Inconsistency. To the extent that there are inconsistent terms by and among the various documents governing this Agreement or the PROJECT Work, the higher standard or requirement shall supersede the lesser standard or requirement. This Agreement shall supersede and replace any inconsistent terms or conditions in the referenced Master Agreement.

16. Notices. Any notice, request or other communication required or permitted to be given under this Agreement must be in writing and will be sent by one of the following means: electronic mail, facsimile transmission, hand delivery or courier to the other Party at the addresses set forth below:

If to the DEPARTMENT:

Hussein Ibrahim
Deputy Project Manager
Gordie Howe International Bridge
MDOT, Taylor TSC
6510 Telegraph Road
Taylor, MI 48180

If to the CITY:

City of Detroit, Public Lighting Department
Attn: Director
1340 Third Street
Detroit, MI 48226

with a copy to:

City of Detroit, Law Department
Attn: Corporation Counsel
2 Woodward Avenue, Suite 500
Detroit, MI 48226

Any such notice, request or other communication shall be deemed to have been duly given or made and to have become effective at the time of receipt thereof if received during normal business hours in the place of receipt, or otherwise at the opening of business on the business day in the place of receipt, immediately following the day of receipt. Notices given hereunder by electronic mail or facsimile will be deemed to have been effectively given the day indicated on the confirmation accompanying the electronic submission or facsimile. Either Party may, by written

notice to the other Party, change the address to which notices, requests or other communications to such Party are to be delivered.

17. Termination. The DEPARTMENT may terminate this Agreement for any reason in its sole discretion. The CITY shall, upon receipt of a notice of termination from the DEPARTMENT, cease performance of all PROJECT Work under this Agreement and the DEPARTMENT shall reimburse the CITY for all PROJECT Work properly performed in accordance with this Agreement up to the date of the notice of termination, but the DEPARTMENT shall reimburse the CITY only if the PROJECT Work was work that the CITY would not have performed for any other purpose..

18. Time Is of the Essence. Time is of the essence for the CITY's performance under this Agreement.

19. Authorization. Notwithstanding anything in this Agreement or otherwise to the contrary, this Agreement shall not be effective until it has been: 1) fully executed by the duly authorized representative(s) of the CITY and of the DEPARTMENT, 2) approved by the Detroit City Council and 3) signed by the City of Detroit Law Department and the City's Chief Procurement Officer. Any amendments or modifications must likewise be duly approved and signed as outlined above.

20. Amendment. This Agreement shall only be amended or modified by written agreement signed by all Parties.

21. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN. Each Party hereby irrevocably waives any right to trial by jury.

22. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if each Party had signed the same document. All counterparts shall be construed together and constitute one and the same instrument. This Agreement may be executed by delivery of facsimile or electronic signatures.

23. Entire Agreement. This Agreement, including all Recitals set forth above and all exhibits attached and documents referenced herein that are applicable to this Agreement, constitutes the entire agreement between the Parties and supersedes all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Agreement except as specifically set out to the contrary in this Agreement.

This Agreement shall be executed by the duly authorized officials of the CITY and the DEPARTMENT.

IN WITNESS WHEREOF, the Parties have signed this Agreement as follows:

CITY OF DETROIT,
PUBLIC LIGHTING DEPARTMENT

BY: [Signature]
Its: JOHN PRYMAK, DIRECTOR
Date: 1/23/19

MICHIGAN DEPARTMENT
OF TRANSPORTATION

BY: [Signature]
Its: Bradley C. Wieferich
Date: 1-17-19



RDB
12/24/18

Approved by Detroit City Council on:

7/2/19

DocuSigned by:
[Signature] 7/11/2019
Chief Procurement Officer

Approved as to form in accordance with § 7.5-206
of the 2012 City of Detroit Charter.

6/18/19

Supervising Assistant Corporation Counsel

APPROVED MICHIGAN
TRANSPORTATION
COMMISSION
01/17/19

APPROVED AS TO
FORM & EXECUTION
[Signature]
Assistant Corporation Counsel

Exhibit A
PROJECT Work

GHIB / PLD Cable Relocation - Cost Estimate**Scope of Work:****Proposal Date:** 12/11/2018

1. Terminate and Cap Cables in MH Impacted by GHIB
2. Asbestos Abatement In existing PLD MHs Impacted by GHIB
3. Splicing Cables in New/Reconstructed MH
4. Switching/ Transferring Services through Redundant Circuits
5. Testing Cable After Splices

Assumptions:

1. Estimate is based on MDOT scope and construction footprint from 2016.
2. Each Cable Termination Requires (1) 2-Man Splicing Crew for 2 Hours
3. Each 24 kV Cable Splice Requires (1) 2-Man Splicing Crew for 12 Hours (8 ST + 2 OT + 2 DT)
4. Each 4.8 kV Cable Splice Requires (1) 2-Man Splicing Crew for 8 Hours (ST)
5. Each 2.4 kV Cable Splice Requires (1) 2-Man Splicing Crew for 8 Hours (ST)
6. Each 24kV Cable Requires Asbestos Abatement In MH for Disconnect & Splicing
7. Asbestos Abatement Requires (1) 2-Man Crew for 2 Hours*
8. Asbestos Abatement Limited to 5 feet of Abatement for Each Cable
9. Switching Circuit Out Requires (1) Switchman for 4 Hrs (ST) per Cable
10. Switching Circuit In Requires (2) Switchman for 4 Hrs (ST) per Cable
11. Switching Circuit In Requires (2) Cable Testers for 4 Hrs (ST) per Cable
12. New MH Construction or MH Reconstruction Not Included In Estimate
13. Installation of Cable Not Included In Estimate
14. Unit Rates Based on 2019 TMCA Rates; Rates Subject to Annual 3% Increase per Local-17 contract.
15. Cost estimate excludes preconstruction engineering review, field verification of PLD assets, and inspection during and after construction. All activities related to non-compliance with project plans & specifications will result in additional costs.

Scope of Work	Total
Termination Estimate	\$ 57,627.73
Abatement Estimate	\$ 45,151.62
Splicing Estimate	\$ 364,900.68
Switching & Cable Testing Estimate	\$ 110,999.13
Total Cost Estimate	\$ 578,679.16

Client Signature: _____

Date: _____

GHIB / PLD Cable Relocation - Termination Estimate				
Location	Segment	PLD Cable Voltage (kV)	Resources Required	Total Termination Cost (\$)
I-75 Bridge	Springsville	MH 6857 to MH 6933		\$ -
	Green	MH 6858 to MH 6939		\$ -
	Waterman	MH 6943 to New MH New MH to New MH MH 6862 to New MH	2.4 (1) Splicing Crew	\$ 2,376.40
	Livernois	MH 7705 to MH 7706		\$ -
	Draoon	MH 6868 to MH 6947		\$ -
	Junction	MH 6899 to New MH New MH to New MH New MH to MH 6869	24 (1) Splicing Crew	\$ 4,752.80
		MH 8957 to New MH New MH to New MH New MH to MH 7238Z	2.4 (1) Splicing Crew	\$ 1,188.20
	Clark	MH 6905 to MH 6873	4.8 (1) Splicing Crew	\$ 2,376.40
I-75 Service Drive	SB I-75 Service Drive	MH 7323 to MH 7326	24 (1) Splicing Crew	\$ 7,129.20
Fort St	Spring Walls / West End	MH 1951 to MH 1950	24 (1) Splicing Crew	\$ 2,376.40
		MH 7689 to MH 7693 MH 7690 to MH 7691	2.4 (1) Splicing Crew	\$ 1,782.30
	Campbell	MH 1927 to MH 1925 MH 1925 to MH 1924		\$ -
		MH 7722 to MH 7723 MH 7723 to MH 7724	24 (1) Splicing Crew	\$ 5,564.60
	Clark	MH 9214 to MH 9188	24 (1) Splicing Crew	\$ 1,188.20
			4.8 (1) Splicing Crew	\$ 1,188.20
Jefferson Ave	Detroit	MH 7639 to MH 7638 MH 7638 to MH 7637		\$ -
		MH 7635 to MH 7634		\$ -
	Rademacher	MH 7623 to MH 7622 MH 7622 to MH 7621	24 (1) Splicing Crew	\$ 7,129.20
	Draoon	MH 7618 to MH 7617 MH 7617 to MH 7616	24 (1) Splicing Crew	\$ 7,129.20
	Campbell	MH 7614 to MH 7613 MH 7613 to MH 7612		\$ -
	Clark	MH 9181 to MH 9182 MH 9182 to MH 9183		\$ -
				\$ -
Misc I-75 Crossings	Morrell	MH 8958 to MH 7015 MH 7016 to New MH	24 (1) Splicing Crew	\$ 8,317.40
	Ferdinand	MH 8959 to MH 7623	24 (1) Splicing Crew	\$ 7,129.20
Termination Estimate				\$ 57,627.73

GHIB / PLD Cable Relocation - Abatement Estimate					
Location		Segment	PLD Cable Voltage (kV)	Resources Required	Total Abatement Cost (\$)
1-25 Bridge	Surfing Wells	MH 6857 to MH 6933			\$ -
	Green	MH 6858 to MH 6939			\$ -
	Waterman	MH 6943 to New MH New MH to New MH MH 6862 to New MH	2.4		\$ -
	Livernois	MH 7705 to MH 7706			\$ -
	Dragoon	MH 6868 to MH 6947			\$ -
	Junction	MH 6899 to New MH New MH to New MH New MH to MH 6869	24	(1) 2-Man Crew	\$ 4,752.80
		MH 8957 to New MH New MH to New MH New MH to MH 72382	2.4		\$ -
Clark	MH 6905 to MH 6873	4.8		\$ -	
1-75 Service Drive	SB I-75 Service Drive	MH 7323 to MH 7326	24	(1) 2-Man Crew	\$ 7,129.20
West St	Spring Wells / West End	MH 1951 to MH 1950	24	(1) 2-Man Crew	\$ 2,376.40
		MH 7689 to MH 7690 MH 7690 to MH 7691	2.4		\$ -
	Campbell	MH 1927 to MH 1925 MH 1925 to MH 1924			\$ -
		MH 7722 to MH 7723 MH 7723 to MH 7724	24	(1) 2-Man Crew	\$ 4,752.80
	Clark	MH 9214 to MH 9188	24	(1) 2-Man Crew	\$ 1,188.20
			4.8	(1) 2-Man Crew	\$ -
Jefferson Ave	Dearborn	MH 7639 to MH 7638 MH 7638 to MH 7637			\$ -
	West End	MH 7635 to MH 7634			\$ -
	Rademacher	MH 7623 to MH 7622 MH 7622 to MH 7621	24	(1) 2-Man Crew	\$ 4,752.80
	Draoon	MH 7618 to MH 7617 MH 7617 to MH 7616	24	(1) 2-Man Crew	\$ 4,752.80
	Campbell	MH 7614 to MH 7613 MH 7613 to MH 7612			\$ -
	Clark	MH 9181 to MH 9182 MH 9182 to MH 9183			\$ -
					\$ -
Miss I-75 Overpass	Wheeler				\$ -
	Morrell	MH 8958 to MH 7035 MH 7016 to New MH	24	(1) 2-Man Crew	\$ 8,327.40
	Ferdinand	MH 8959 to MH 7623	24	(1) 2-Man Crew	\$ 7,128.20
Abatement Estimate					\$ 45,151.62

GHIB / PLD Cable Relocation - Splicing Estimate						
Location		Segment	PLD Primary Cables	PLD Cable Voltage (kV)	Resources Required	Total Splicing Cost
West Side	Springville	MH 6857 to MH 6858				\$
	Green	MH 6859 to MH 6860				\$
	Westman	MH 6861 to New MH New MH to New MH MH 6862 to New MH New MH to MH 6863	(1) 24 kV Primary: STO (101C) 3/C, 4/8, PLC Cable	24	(1) Splicing Crew	\$ 9,305.00
	Dragon	MH 6864 to MH 6865				\$
	Dragon	MH 6866 to MH 6867				\$
	Dragon	MH 6868 to New MH New MH to New MH New MH to MH 6869	(4) 24 kV Primary Cables: RUS (78) 3-3/C 50 kcmil EPN, CUS (81) 3/C 350 kcmil PLC, WAL (28) 3/C 350 kcmil PLC WAL (108A) 3/C 350 kcmil PLC	24	(1) Splicing Crew	\$ 65,375.00
West Side	Dragon	MH 6870 to New MH New MH to New MH New MH to MH 7201	(1) 24 kV Primary Cable: LTT (481) 3/C 4/8 750 PLC	24	(1) Splicing Crew	\$ 9,811.00
	Clark	MH 6805 to MH 6807	(2) 48 kV Primary Cables: WSP (835) & WSP (838) 3/C 350 kcmil 750 PLC	48	(1) Splicing Crew	\$ 9,505.00
	10175 Sardin Drive	MH 7021 to MH 7026	8-24W Cables: CAN (588), COR (214), LUD (531), LUD (531), POR (23), POR (24) 3/C 350 kcmil 24W PLC	24	(1) Splicing Crew	\$ 49,681.74
	Spring Wells / Walnut Elm	MH 1851 to MH 1850	(1) 24 kV Cables: 3/C 350 kcmil PLC STO (51) & STO (114)	24	(1) Splicing Crew	\$ 16,343.01
	Spring Wells / Walnut Elm	MH 1850 to MH 7890 MH 7890 to MH 7643	(1) 24 kV Cable: STO (708)	24	(1) Splicing Crew	\$ 4,751.00
	Campbell	MH 1927 to MH 1923 MH 1923 to MH 1924				\$
West Side	Campbell	MH 7722 to MH 7713 MH 7713 to MH 7724	(2) 24 kV Primary Cables: 3/C 350 kcmil 24W PLC STO (61) & STO (114)	24	(1) Splicing Crew	\$ 16,343.01
	Clark	MH 9214 to MH 8380	(1) 24 kV Primary Cable: 3/C 350 kcmil EPN (1) 48 kV 3-1/C 62 URD	24	(1) Splicing Crew	\$ 8,171.96
	Clark	MH 9214 to MH 8380	(1) 48 kV 3-1/C 62 URD	48	(1) Splicing Crew	\$ 4,752.00
	Dragon	MH 7639 to MH 7636 MH 7636 to MH 7617				\$
	Dragon	MH 7636 to MH 7634				\$
	Dragon	MH 7618 to MH 7622 MH 7622 to MH 7621	(4) 24 kV 3/C 350 kcmil Cables: OTE Th (104), OTE Th (1040), OTE Th (1090), OTE Th (1090)	24	(1) Splicing Crew	\$ 12,687.83
West Side	Dragon	MH 7636 to MH 7617 MH 7617 to MH 7610	(4) 24 kV 3/C 350 kcmil Cables: OTE Th (104), OTE Th (1040), OTE Th (1090), OTE Th (1090)	24	(1) Splicing Crew	\$ 12,687.83
	Campbell	MH 7614 to MH 7613 MH 7613 to MH 7612				\$
	Campbell	MH 7612 to MH 7611				\$
	Campbell	MH 7611 to MH 7610				\$
	Marshall	MH 8958 to MH 7015 MH 7015 to New MH	(7) 24 kV 3/C 350 kcmil PLC Cables: CUS (44), COR (21), JCV (20), LUD (54), MAR (43), POR (21), WAL (20)	24	(1) Splicing Crew	\$ 57,203.70
	Perkins	MH 8958 to MH 7013	(4) 24 kV 3/C 350 kcmil PLC Cables: CAN (40), COR (21), LUD (53), POR (23), POR (23)	24	(1) Splicing Crew	\$ 49,011.74
Splicing Estimate					\$ 66,800.00	

GHIB / PLO Cable Relocation - Switching Estimate				
Location	Segment	PLO Cable Voltage (kV)	Resources Required	Total Switching Cost (\$)
Spring Wells	MH 6857 to MH 6853			\$
	Green	MH 6858 to MH 6939		\$
	Waterman	MH 6943 to New MH New MH to New MH MH 6862 to New MH	24 (1) Switchman (Out) (2) Cable Testing (2) Switchman (In)	\$ 2,642.84
	Fernando	MH 7705 to MH 7706		\$
	Dragon	MH 6878 to MH 6947		\$
	Junction	MH 6899 to New MH New MH to New MH New MH to MH 6869	24 (1) Switchman (Out) (2) Cable Testing (2) Switchman (In)	\$ 10,571.35
		MH 6957 to New MH New MH to New MH New MH to MH 72382	24 (1) Switchman (Out) (2) Cable Testing (2) Switchman (In)	\$ 2,642.84
	Clark	MH 6905 to MH 6873	48 (1) Switchman (Out) (2) Cable Testing (2) Switchman (In)	\$ 5,285.67
SB 1-75 Service Drive	MH 7323 to MH 7316	24	(1) Switchman (Out) (2) Cable Testing (2) Switchman (In)	\$ 15,857.02
Port M	Spring Wells / West End	MH 1951 to MH 1950	24 (1) Switchman (Out) (2) Cable Testing (2) Switchman (In)	\$ 5,285.67
		MH 7689 to MH 7690 MH 7690 to MH 7691	24 (1) Switchman (Out) (2) Cable Testing (2) Switchman (In)	\$ 2,642.84
	Campbell	MH 1927 to MH 1925 MH 1925 to MH 1924		\$
		MH 7722 to MH 7723 MH 7723 to MH 7724	24 (1) Switchman (Out) (2) Cable Testing (2) Switchman (In)	\$ 5,285.67
	Clark	MH 9214 to MH 9188	24 (1) Switchman (Out) (2) Cable Testing (2) Switchman (In)	\$ 2,642.84
			48 (1) Switchman (Out) (2) Cable Testing (2) Switchman (In)	\$ 2,642.84
Jefferson Ave	Overborn	MH 7639 to MH 7638 MH 7638 to MH 7637		\$
	West End	MH 7639 to MH 7638		\$
	Radmacher	MH 7623 to MH 7622 MH 7622 to MH 7621	24 (1) Switchman (Out) (2) Cable Testing (2) Switchman (In)	\$ 10,571.35
	Dragon	MH 7610 to MH 7617 MH 7617 to MH 7616	24 (1) Switchman (Out) (2) Switchman (In) (2) Cable Testing	\$ 10,571.35
	Campbell	MH 7614 to MH 7613 MH 7613 to MH 7612		\$
	Clark	MH 9181 to MH 9182 MH 9182 to MH 9183		\$
Mid 1-75 Overlays	Whisperlock			\$
	Marrell	MH 8958 to MH 7015 MH 7016 to New MH	24 (1) Switchman (Out) (2) Cable Testing (2) Switchman (In)	\$ 18,489.86
	Ferdinand	MH 8959 to MH 7623	24 (1) Switchman (Out) (2) Switchman (In) (2) Cable Testing	\$ 15,857.02
Switching & Cable Testing Estimate				\$ 110,999.13

Exhibit B
Buy American or Canada

The FHWA "Buy America Requirement" in 23 CFR 635.410 is not applicable to this Agreement. In lieu of the FHWA Buy America Requirement, the following applies:

Delete subsection 105.10, on page 53 of the MDOT 2012 Standard Specifications for Construction, in its entirety and replace with the following [NTD: Are MDOT's standard specifications for construction applicable to this Agreement or should this clause be deleted?]:

105.10. Source of Steel and Iron. Provide steel and iron materials and products for permanent incorporation into the work which were produced in whole only in the United States (per Title 23 of the Federal Code of Regulations (CFR) Section 635.410, Buy America Requirements), or which were produced in whole only in Canada under Canadian requirements as applicable, or from a combination of U.S. and Canadian sources.

All steel and iron products and manufacturing processes of the steel and iron material in a product, including but not limited to the following steps; smelting, melting, rolling, extruding, machining, bending, grinding, drilling, welding, galvanizing, and coating, must occur within the United States or Canada.

The above requirements do not preclude a minimal use of non-American or non-Canadian steel and iron, provided the total invoice cost of non-American or non-Canadian material permanently incorporated into the project does not exceed 0.1 percent of the total contract amount or \$2,500 whichever is greater. The total invoice cost is defined as the total value of the non-American or non-Canadian steel and iron materials delivered to the project.

The CITY must submit written certification of compliance with the requirements of this subsection to the DEPARTMENT'S designated engineer.

**CITY OF DETROIT BUDGET DEPARTMENT
BUDGET AMENDMENT**

LOG NUMBER: 2867

DEPARTMENT: PLD (38)

DATE: 09/25/2019

AMOUNT: \$578,679.16

PURPOSE: Add Appropriation & Accept/Appropriate/Expend Revenue

RECOMMENDATION

DATE COMPLETED: 09/25/2019

 X **APPROVE**

ANALYST

J. Buss

 DENY

DATE RELEASED _____

COMPLETE BELOW WHEN DOCUMENT DELAYED. USE DC1 FOR FIRST DELAY AND DC2 FOR SECOND DELAY

DELAY CODE 1 (DC1): _____	0 NO DELAY	4 REQ DEPT IMPOSED HOLD	DELAY CODE 2 (DC2) _____
DC1 DELAY START DATE: _____	1 MORE INFORMATION	5 MANAGEMENT DELAY	DC2 DELAY START DATE: _____
DC1 DELAY END DATE: _____	2 LACK OF FUNDS	6 OTHER	DC2 DELAY END DATE: _____
	3 HUMAN RES COORD		

1000-General Fund 20655-GHIB Utility Relocation Work

The Public Lighting Department (PLD) is requesting to amend the fiscal year 2020 budget to add Appropriation 20655-GHIB Utility Relocation Work and accept/appropriate/expend revenue from the Michigan Department of Transportation (MDOT) to reimburse PLD for utility relocation work related to the Gordie Howe International Bridge Project. Work will be done by PLD current utility contractor and contract to be reimbursed with funding from MDOT.

bussj@detroitmi.gov

Approp Revenue
\$578,679.16

APPROVED
BUDGET DIRECTOR
Date _____